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WASHINGTON, D.C. 20006-4103  
202-296-8600

April 18, 1995

**VIA FEDERAL EXPRESS**

Mr. Vernon A. Williams  
Secretary  
Interstate Commerce Commission  
12th Street and Constitution Avenues  
Washington, D.C. 20423

Attention: Janice Fort, Room 2311

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 48 U.S.C. Section 11303(a) are three original executed copies and one photostatic copy of a Memorandum of Lease Agreement, dated as of November 1, 1994, a primary document as defined in the Commissioner's Rules for the Recordation of Documents. The Memorandum of Lease is with respect to that certain Railcar Full-Service Leasing Agreement (the "Lease"), dated as of August 24, 1992 between Citicorp Railmark, Inc., as Lessor, and The Atchison, Topeka and Santa Fe Railway Company, as Lessee, and Rider 3 thereto ("Rider 3"), dated October 15, 1993.

The names and addresses of the parties to the enclosed Memorandum of Lease Agreement are:

Lessor: Citicorp Railmark, Inc.  
450 Mamaroneck Avenue  
Harrison, New York 10528

Lessee: The Atchison, Topeka and Santa Fe  
Railway Company  
1700 East Golf Road  
Schaumburg, Illinois 60173-5860

04/18/95  
RHCH27:SLIFVEN  
81783-1.LTR

Mr. Vernon A. Williams  
April 18, 1995  
Page 2

A description of the railroad equipment covered by the enclosed document is set forth in the Memorandum of Lease Agreement.

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

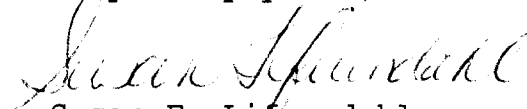
Kindly return two stamped original copies, the stamped photostatic copy of the enclosed document and the stamped photostatic copy of this letter to Susan F. Lifvendahl at Ross & Hardies, 150 North Michigan Avenue, Suite 2500, Chicago, Illinois 60601.

Following is a short summary of the enclosed document:

Document to be Recorded

Memorandum of Lease Agreement, dated as of November 1, 1994 between Citicorp Railmark, Inc., as Lessor, and The Atchison, Topeka and Santa Fe Railway Company, as Lessee, with respect to that certain Railcar Full-Service Leasing Agreement, dated as of August 24, 1992 between the Lessor and Lessee and Rider 3 thereto, dated as of November 1, 1994, covering 23 100-ton covered coil steel gondola cars.

Very truly yours,

  
Susan F. Lifvendahl

SFL:ej  
w/encl.

cc: Robert W. Kleinman  
Susan G. Lichtenfeld



Interstate Commerce Commission  
Washington, D.C. 20423-0001

4/19/95

Office Of The Secretary

Susan F. Lifvendahl  
Ross & Hardies  
150 North Michigan Avenue  
Chicago, Illinois 60601-7567

Dear ~~Madam:~~ **Madam:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/19/95 at 10:35AM, and assigned recordation number(s). 19360, 19361 and 19362.

Sincerely yours,

Vernon A. Williams  
Secretary

Enclosure(s)

\*0100601023  
0100601024  
0100601025

\$ 53.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement is made and entered into as of November 1, 1994, by and between Citicorp Railmark, Inc., (hereinafter referred to as "Lessor") and The Atchison, Topeka & Santa Fe Railway Company (hereinafter referred to as "Lessee"), respecting that certain Railcar Full-Service Leasing Agreement dated as of August 24, 1992 (the "Lease") and Rider 3 thereto dated as of November 1, 1994 ("Rider 3") between Lessor and Lessee.

Pursuant to the provisions of the Lease and Rider 3, Lessor and Lessee hereby acknowledge and affirm that:

1. For good and valuable consideration, Lessor is leasing to Lessee and Lessee is leasing from Lessor the gondola cars described on Schedule A hereto (the "Railcars"). The Railcars bear the railroad reporting marks set forth on Schedule A hereto.

2. The term of the Lease for any Railcar under Rider 3 shall commence on the date such Railcar is accepted by Lessee pursuant to an executed Certificate of Acceptance or otherwise loaded, placed into interchange service or accepted pursuant to Rider 3 and shall terminate no later than April 1, 2002, provided that the Lease may be sooner terminated as provided therein.

3. Lessor and Lessee further acknowledge and affirm that this Memorandum of Lease Agreement is not a summary of either the Lease or Rider 3 nor a complete recitation of the terms and provisions thereof. Accordingly, Lessor and Lessee hereby agree that in the event of a conflict between this Memorandum of Lease Agreement and the provisions of the Lease or Rider 3, the provisions of the Lease or Rider 3, as the case may be, shall control.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this Memorandum of Lease Agreement to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written and each of the undersigned signatories declares pursuant to 28 U.S.C. § 1746 under penalty of perjury under the laws of the United States of America that the foregoing is a true

and correct document and was executed and delivered as of the date first above written.

CITICORP RAILMARK, INC.

By: Bradford Holley  
Name: BRADFORD HOLLEY  
Title: VICE PRESIDENT

THE ATCHISON, TOPEKA & SANTA  
FE RAILWAY COMPANY

By: R. G. Nelson  
Name:  
Title:

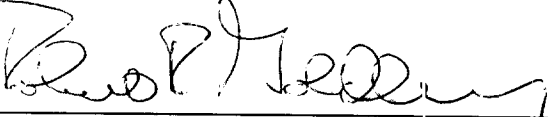
**R. G. NELSON  
VICE PRESIDENT  
CARLOAD BUSINESS UNIT**

STATE OF NEW YORK )  
 )  
COUNTY OF WESTCHESTER )

On this <sup>April</sup> 10<sup>th</sup> day of ~~February~~, 1995, before me personally appeared BRADFORD HOLLEY, to me personally known who, being by me duly sworn, says that he is VICE PRESIDENT of CITICORP RAILMARK, INC., that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledge that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notary Seal]

My Commission Expires

  
Notary Public  
ROBERT R. GOLDBERG  
Notary Public, State of New York  
No. 4690571  
Qualified in Westchester County  
Commission Expires November 30, 1995

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

On this <sup>APRIL</sup> 6 day of ~~February~~, 1995, before me personally appeared R.G. NELSON, to me personally known who, being by me duly sworn, says that he is V.P. - CBU of THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledge that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notary Seal]

My Commission Expires

  
Notary Public



SCHEDULE A

Up to 23 100-Ton Covered Coil Steel Gondola Cars  
Existing Car Marks and Numbers

CO 305004  
CO 305005  
CO 305006  
CO 305009  
CO 305016  
CO 305021  
CO 305027  
CO 305028  
CO 305031  
CO 305033  
CO 305038  
CO 305046  
CO 305049  
CO 305061  
CO 305062  
CO 305063  
CO 305064  
CO 305064  
CO 305065  
CO 305069  
CO 305071  
CO 305079  
CSXT 497337